

Subdivider: Western Pacific Housing

Project Name: Paragon

File No.: 100.01.222

Private Job Account No.: 3204

Improvement Plan No.: 2-1065

Tract/Parcel Map No.: 9775

Council Approval Date: _____

Completion Period: _____

CITY OF MILPITAS

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 2007, at Milpitas, California, by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "City") and **Western Pacific Housing, Inc., a Delaware Corporation** (hereafter referred to as "SUBDIVIDER"):

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a map filed with the City Council of the CITY, marked and designated Tract No. 9775 (Paragon).
- B. Said map shows certain easements which are offered for dedication for public use.
- C. Pursuant to the terms of this agreement, SUBDIVIDER will complete certain improvements associated with the street dedications, including undergrounding existing utilities.
- D. CITY desires that certain utilities on roadways that are adjacent to but not within the map area be undergrounded ("the Additional Work") and believes that some efficiencies would be created if such work is completed in conjunction with the subdivision improvements.
- E. SUBDIVIDER is amenable to completing the Additional Work provided that the City reimburses the developer for such costs.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. SUBDIVIDER agrees that it will construct at its sole cost and expense, all those certain improvements listed in the **Improvement Plan No. 2-1065**, consisting of **40** sheets and specifications approved by said City Council on _____, including setting survey monuments and identified by Project/Agency Fund Account No. **3204** (hereby referred to and made a part hereof the same as if set forth at length herein).
- 2. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have been submitted to the City Engineer and have been approved by him in writing nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of CITY.
- 3. SUBDIVIDER agrees that said improvements will be constructed under and subject to the inspection of and to the satisfaction of the City Engineer.

4. SUBDIVIDER agrees that it will construct said improvements in accordance with the requirements set forth in said "Improvement Plans and Specifications" referred to above, all applicable ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
5. All said improvements shall be completed and ready for final inspection by the City Engineer within **24** months of the date of execution of this Agreement or prior to City issuance of Occupancy Permit Final inspection of the last residential building, whichever occurs first. If SUBDIVIDER shall fail to complete the work required by this Agreement within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER.
6. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **eight-hundred thousand dollars** (\$800,000.00), conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this Agreement and conditioned upon the full and faithful performance of any and all improvement work required hereunder.
7. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this Agreement, SUBDIVIDER, agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.
8. Upon the execution of this Agreement, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **eight-hundred thousand dollars** (\$800,000.00), inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
9. SUBDIVIDER agrees to pay all costs for labor or materials in connection with the work of improvement hereunder.
10. Any faithful performance security required hereunder shall be reduced to 10% of the security's original value for one year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
11. Prior to commencing any work, SUBDIVIDER, agrees to obtain an Encroachment Permit from the Engineering Division and at SUBDIVIDER's expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1000,000 for each person and \$1,000,000 for each occurrence and \$1000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, City may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay City the premium therefor.

12. SUBDIVIDER agrees that any general contractor engaged by the SUBDIVIDER for any work of improvement under this Agreement will have:
- a) In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.

or

 - b) In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.
13. SUBDIVIDER agrees to indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.
14. SUBDIVIDER agrees to comply with all special conditions and notes of approval for this development, pay all fees, and costs and expenses incurred by CITY in connection with said subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain Project/Private Job Account No. 3204 for this purpose with additional deposits as required by CITY.

A. Fees to be paid upon execution of this agreement:

a) Plan-check and Inspection (Partial Deposit) (10% of Construction Costs Estimate)	(PJ3204-13-2500)	<u>\$80,000.00</u>
b) Right-of-Way Reimbursement Fee	(310-3614-XXXX50)	<u>N/A</u>
c) Other <u>Traffic Impact Fee</u>	(100-3718)	<u>\$89,638.00</u>
Sub-total		<u>\$169,638.00</u>

B. Fees to be paid at the time of building permit issuance:

a) Water Connection Fee (147-units @ \$1,164.00 per unit)	(402-3715)	<u>\$171,108.00</u>
b) Potable Water Meter Fee (20 meters various sizes-)	(400-3662)	<u>\$10,600.00</u>
c) Recycled Water Meter Fee	(406-3622)	<u>N/A</u>
d) Sanitary Sewer Connection Fee (147-units @ \$1,406.00 per unit)	(452-3715)	<u>\$206,682.00</u>
e) Sewer Treatment Plant Fee (147 units @ \$690 per unit)	(452-3714)	<u>\$101,430.00</u>
f) Sewer Bypass Benefit Fund	(HA1320-2500)	<u>N/A</u>

g)	Storm Drain Connection Fee	(340-3711)	<u>\$76,476.00</u>
h)	Parksite Fee		
	1. Park Dedication In-Lieu Fee	(320-3712)	<u>\$608,818.00</u>
	2. PUD Park Fee	(320-3712)	<u>N/A</u>
Sub-total			\$1,175,114.00
Total			\$1,344,752.00

15. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete original mylar of "Record Drawing" showing all the changes from the original plan.
16. Upon completion of the work, and before City Council final acceptance thereof, SUBDIVIDER shall be billed for and pay the outstanding balance of the project's private job account or shall be refunded the difference between the amount of City costs and expenses in each instance and the amount of said remittance.
17. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that he will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY, SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
18. City will accept on behalf of the public, the dedication of the streets, and easements offered for dedication, and will supply water for sale to and within said subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this Agreement.
19. SUBDIVIDER hereby irrevocably offers to convey title of the water and sanitary sewer mains and lines, and appurtenances constructed in or for said subdivision to CITY. Upon final acceptance of said improvements by CITY, said title will be deemed to be accepted by CITY in the event that title has not previously passed to CITY by operation by law.
20. SUBDIVIDER agrees to comply with all requirements set forth on **Exhibit "A"** (attached hereto, hereby referred to and made a part hereof).
21. This Agreement shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said subdivision.
22. SUBDIVIDER agrees that, upon ten (10) days written notice from CITY, it will immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.

23. This Agreement shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this Agreement shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
24. Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
25. Time shall be of the essence of this Agreement. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

*Signed and Sealed this _____ day of _____, 2007.

CITY OF MILPITAS

By: _____
City Manager

** Attach proper acknowledgment.

Western Pacific Housing, Inc., a Delaware Corporation

Subdivider


ASST VP.

Subdivider's Capacity

APPROVED AS TO FORM THIS

_____ day of _____, 2007

By: _____
Assistant City Attorney

**By: 
BRIDGET KOLLER
Typed Name and Capacity/Title

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2007

**By: _____

By: _____
City Engineer

Typed Name and Capacity/Title

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and attach proper acknowledgment.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }ss
COUNTY OF Contra Costa }

On January 23, 2007, before me, Brigette Sacco, a
Notary Public in and for said State, personally appeared Bridgit Koller, personally known
to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s)
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Brigette Sacco



My Commission Expires: June 29, 2010

Notary Name: Brigette Sacco Notary Phone: (925) 808-2381

Notary Registration Number 1678599

County of Principal Place of Business: Contra Costa

EXHIBIT "A"

1. The Subdivider agrees to complete necessary Water Service Agreements, and pay the connection fees prior to Building Permit issuance.
2. The Subdivider agrees to pay to the City an in-lieu Park Fee of \$608,818.00, at the time of building permit issuance.
3. The Subdivider agrees to pay to the City a Traffic Impact Fee of \$89,638.00, upon execution of this Agreement.
4. The Subdivider agrees to complete the construction of all public improvements and settings of all Survey Monuments before the City issuance of the Occupancy Permit/Final Inspection of the last residential building.
5. The Subdivider agrees to execute a petition to annex and establish, with respect to the property, the Special taxes levied by a Community Facility District (CFD) for the purpose of maintaining the public services, upon execution of this Agreement.
6. The Subdivider agrees to comply with the special conditions and notes of approval for this Subdivision.

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Assistant Secretary of Western Pacific Housing Management, Inc., a California corporation (the "Company"), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated November 30, 2005 (the "Resolutions"). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Election of Assistant Vice President Construction

RESOLVED, that Bridgit L. Koller is hereby elected to the office of Assistant Vice President of the Company (the "Assistant Vice President"), to serve in the Company's Bay Area Division (the "Division"), until the next annual meeting of directors of the Company and until her successor is duly elected and qualified or until her earlier death, resignation or removal.

RESOLVED FURTHER, that the Assistant Vice President is hereby authorized, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent (collectively, the "Entities"), to execute and deliver (i) any and all documents and instruments, including without limitation home sales contracts, general or special warranty deeds, bills of sale, lien waivers, owner's affidavits, settlement statements and other conveyance documents and closing statements necessary to contract for or close the sale of any one or more single-family residences on behalf of the Entities, (ii) signage contracts, advertising agreements, applications to the department of real estate, consulting agreements, homeowner association documents, construction personnel employment agreements and similar or equivalent agreements, documents or instruments, and (iii) maps, plats, contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property.

IN WITNESS WHEREOF, the undersigned has set his hand on the 16th day of January, 2006.



Thomas B. Montano,
Assistant Secretary

Project Name: Paragon

CITY OF MILPITAS

**CERTIFICATE RELATING TO WORKER'S COMPENSATION
INSURANCE PURSUANT TO LABOR CODE SECTION 3800**

(Subdivision)

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work of improvement under agreement with the City of Milpitas. (Check one of the following):

✓

Any general contractor engaged by me for said work will have in full force and effect Worker's Compensation Insurance pursuant to the attached certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

Or has in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations or the insurer may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on January 23, 2007
at _____
(Date) (City)

By: [Signature]

Assistant VP

Official Title

On behalf of: [Signature]

Contractor

WESTERN PACIFIC HOUSING, INC

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND
MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS, 888 NORTH FIRST STREET, SAN JOSE, CALIFORNIA, TELEPHONE: 277-1265.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2DATE
01/23/2007

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED D.R. Horton 2300 Clayton Rd. Suite 800 Concord, CA 94520		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Greenwich Insurance Company	22322-000
		INSURER B: XL Europe Ltd	F6824-001
		INSURER C: XL Specialty Insurance Company	37885-001
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

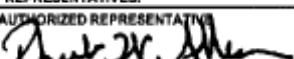
INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	RG0943702601	7/1/2006	7/1/2007	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED/EXP* (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000, Comp. Ded. <input checked="" type="checkbox"/> \$1,000, Coll. Ded. GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RAG943717001	7/1/2006	7/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UL73651	7/1/2006	7/1/2007	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AOS RWD943512901 WI RWR943513001	7/1/2006 7/1/2006	7/1/2007 7/1/2007	<input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTH- EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: The Paragon

City of Milpitas, and the officers, agents and employees of the City of Milpitas, are additional insureds as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Milpitas Attn: Pariborz Heydari (Engineering) 455 E. Calaveras Blvd. Milpitas, CA 95035-5411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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SITE IMPROVEMENT PERMIT SUBMITTAL

THE PARAGON CONDOMINIUMS

TRACT NO. 9775
MILPITAS, CALIFORNIA

*THE FOLLOWING ENTITIES SHALL BE RESPONSIBLE FOR INSPECTION AND MAINTENANCE/OWNERSHIP OF THE LISTED FACILITIES:

FACILITIES	OWNERSHIP/OPERATION/MAINTENANCE	PLAN CHECK BY	INSPECTION BY	PERMIT ISSUE BY
PUBLIC WATER SYSTEM	CITY OF MILPITAS	ENGINEERING	ENGINEERING	ENGINEERING
WATER SYSTEM AFTER WATER METER/DETECTOR CHECK	HOA	BUILDING AND FIRE DEPT FOR FIRE SERVICE LINE	BUILDING AND FIRE DEPT FOR FIRE SERVICE LINE	BUILDING AND FIRE DEPT FOR FIRE SERVICE LINE
ON-SITE SANITARY SYSTEM UP TO THE CLEANOUT	CITY OF MILPITAS	ENGINEERING	ENGINEERING	ENGINEERING
SANITARY SEWER WITHIN ALLEYS/DRIVEWAYS	HOA	ENGINEERING	ENGINEERING	ENGINEERING
PRIVATE MANHOLES ON-SITE STORM DRAIN SYSTEM	HOA	ENGINEERING	ENGINEERING	ENGINEERING
ON-SITE PRIVATE DRIERS, DRAINWAY AND SIDEWALK SYSTEM	HOA	ENGINEERING	ENGINEERING	BUILDING (PART OF THE SITE PLAN)
GRADING		ENGINEERING	ENGINEERING	BUILDING
ON-SITE LIGHTING SYSTEM	HOA	BUILDING	BUILDING	BUILDING
COMMON AREAS	HOA	BUILDING	BUILDING	BUILDING (PART OF THE SITE PLAN)
PRIVATE LANDSCAPING (POTABLE WATER)	HOA	BUILDING AND PLANNING	ENGINEERING ORD.338 BUILDING (POTABLE)	BUILDING (PART OF THE SITE PLAN)
PUBLIC LANDSCAPING (MONTAGE)	HOA BY MAINTENANCE AGREEMENT WITH COUNTY	ENGINEERING	ENGINEERING	ENGINEERING
WALLS (PERIMETER AND ON-SITE)	HOA	BUILDING	BUILDING	BUILDING

SOILS ENGINEER

REPORT:
TERRASEARCH INC.
257 WRIGHT BROTHERS AVENUE
LIVERMORE, CALIFORNIA 94551
SIMON MADDESSI, P.E., GE
(925) 243-6662

ADDITIONAL GEOTECHNICAL REPORTS:
1) SUPPLEMENTAL RETAINING WALL RECOMMENDATIONS, PROPOSED MAIN STREET CONDOMINIUM PROJECT, MILPITAS, CA, PREPARED BY TERRASEARCH, INC., DATED JANUARY 1, 2006.

2) GEOTECHNICAL ENGINEERING INVESTIGATION, PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT, MILPITAS, CA, PREPARED BY KRAZAN AND ASSOCIATES, DATED JULY 26, 2006, PROJECT NO. 04200012.

CITY OF MILPITAS STD DRAWINGS (CMSD)

202	LOCATION OF IMPROVEMENTS	622	CONNECTION TO EXISTING SANITARY MAIN
220	TRENCH CONSTRUCTION	702	TYPICAL VALVE INSTALLATION
222	PAVEMENT RESTORATION	704	LOCATION OF THRUST BLOCKS
230	SANITARY & STORM MANHOLE	708	WET TAPS
410	CURB & GUTTER	723	1" WATER SERVICE
420	CURB RAMP - INDUSTRIAL	724	1 1/2" WATER SERVICE
423	MIDBLOCK RAMP - COMMERCIAL	726	2" WATER SERVICE
427	RESIDENTIAL SIDEWALK	730	DETECTOR CHECK VALVE INSTALLATION FOR ON-SITE FIRE SERVICE
442	STREET LIGHTING STANDARD	734	REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTER
446	STREET SURVEY MONUMENT		
448	STREET TREE PLANTING		
462	CURB STORM DRAIN INLET	739	COMBINATION 1" OR 2" BLOWOFF AND AIR & VACUUM RELEASE VALVE
464	FLAT GRATE STORM INLET (LANDSCAPE AREA ONLY)	742	FIRE HYDRANT ASSEMBLY (TYPE A & B)
602	STANDARD FLUSHING INLET	750	ELECTROLYSIS STATION
620	SANITARY SEWER LATERAL (RESIDENTIAL)	752	TRACE WIRE



880 9TH STREET, SUITE 1770
SACRAMENTO, CA 95811
(916) 555-5880 FAX (916) 555-5889 FAX

THE PARAGON CONDOS
TRACT NO. 9775

TITLE SHEET

MILPITAS SANTA CLARA COUNTY CALIFORNIA

Date: 11/14/06
Scale: AS SHOWN
Design: JTB
Drawn: JTB
Approved: JTB
Job No: 060431

SOILS ENGINEER: These plans have been reviewed and found to be in substantial compliance with the intent and purpose of the geotechnical exploration report dated February 5, 2006, prepared by Terra Search, Inc.

(Name) _____ Date _____
Firm: TERRASEARCH, INC. SEAL: _____
Address: 257 WRIGHT BROTHERS AVENUE, LIVERMORE, CA 94551
Telephone: (925) 243-6662

RECORD DRAWINGS

TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY

Signature and Seal: _____ Date: _____
PE NO. _____ EXP. _____
PUBLIC WORKS INSPECTOR: _____

OWNER

DR HORTON
2300 CLAYTON ROAD
SUITE 800
CONCORD, CALIFORNIA 94520
(925) 808-2300

DEFERRED SUBMITTALS

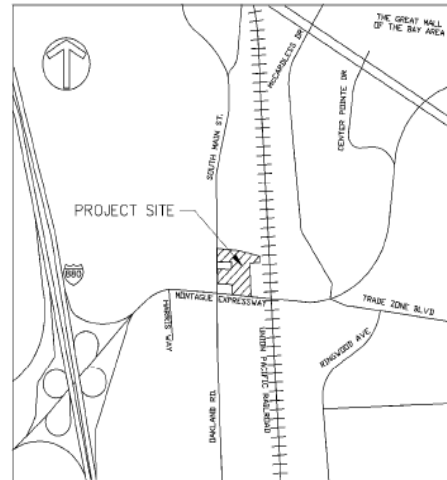
- 1) TRASH ENCLOSURE AREA (B-BP2006-360)
- 2) POOL AND SPA (B-PS2006-3)

ENGINEER'S STATEMENT

Project Name: THE PARAGON CONDOMINIUMS
Project Number: 3204

I hereby certify that, to the best of my knowledge, these plans have been designed in conformance with City of Milpitas Design Standards, all current laws, titles, and ordinances for grading and drainage issues. To the best of my knowledge, the design provides for 100-year flood protection of the subject property and does not adversely impact adjacent property through alteration of surface drainage, and that the City of Milpitas performs a conceptual plan review only, and assumes no responsibility for the design.

Jayson D. Long, P.E. RCE# C058084, Exp. 06/30/2008



VICINITY MAP
NOT TO SCALE

CIVIL SHEET INDEX

1. MWT501 TITLE SHEET
2. MWD001 GENERAL NOTES
3. MWH200 MASTER HORIZONTAL CONTROL
4. MWH201 HORIZONTAL CONTROL (NORTH)
5. MWH202 HORIZONTAL CONTROL (SOUTH)
6. MWD000 MASTER GRADING PLAN
7. MWD001 GRADING PLAN (NORTH)
8. MWD002 GRADING PLAN (SOUTH)
- 8A. MWD00T ADA RAMP AND LANDING GRADING DETAIL
- 8B. MWD00T ADA RAMP AND LANDING GRADING DETAIL
9. MWF001 PASEO/LANDSCAPING FINE GRADING
10. MWF002 PASEO/LANDSCAPING FINE GRADING
11. MWF003 PASEO/LANDSCAPING FINE GRADING
12. MWF004 PASEO/LANDSCAPING FINE GRADING
13. MWF005 PASEO/LANDSCAPING FINE GRADING
14. MWT000 MASTER UTILITY PLAN
15. MWT001 UTILITY PLAN (NORTH)
16. MWT002 UTILITY PLAN (SOUTH)
17. MWP001 PLAN & PROFILE - EDE LANE
18. MWP002 PLAN & PROFILE - EDE LANE
19. MWP003 PLAN & PROFILE - BETTENCOURT WAY
20. MWP004 PLAN & PROFILE - SNELL PLACE
21. MWP005 PLAN & PROFILE - SNELL PLACE
22. MWP006 PLAN & PROFILE - ALLEY BLDG 1&2
23. MWP007 PLAN & PROFILE - ALLEY BLDG 3&4
24. MWP008 PLAN & PROFILE - ALLEY BLDG 5&6
25. MWP009 PLAN & PROFILE - ALLEY BLDG 10&11
26. MWP010 PLAN & PROFILE - ALLEY BLDG 10&11
27. MWP011 PLAN & PROFILE - ALLEY BLDG 14&15
28. MWP012 PLAN & PROFILE - ALLEY BLDG 12&13
29. MWT000 SIGNING AND STRIPING PLAN
30. MWT001 STREET CROSS SECTIONS
31. MWT002 DETAILS
32. MWT003 DETAILS
33. MWE000 DETAILS
34. MWE001 MASTER EROSION CONTROL PLAN
35. MWE002 EROSION CONTROL PLAN (NORTH)
36. MWE003 EROSION CONTROL PLAN (SOUTH)
37. MWS000EXH EXHIBIT
38. MWP000T OFFSITE IMPROVEMENT PLAN
39. MWP002T OFFSITE IMPROVEMENT PLAN
40. MWCLEANBAY BLUEPRINT FOR A CLEAN BAY

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF SOUTH MAIN STREET AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 636, PAGE 39, OFFICIAL RECORDS OF SANTA CLARA COUNTY. THE BEARING OF WHICH IS SHOWN AS N90°15'55"E AS ESTABLISHED FROM THE MONUMENTS FOUND AND SHOWN ALONG SAID CENTERLINE.

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED UPON THE CITY OF MILPITAS DATUM. BENCHMARK USED WAS POINT NAME: M1-MON, A BRASS DISK IN MONUMENT WELL 35' EAST OF CL OF MAIN STREET AT INTERSECTION OF SOUTH MAIN STREET AND MONTAGUE EXPRESSWAY.

ELEVATION: 35.126

PUBLIC WORKS

A PUBLIC WORKS ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE CITY OF MILPITAS RIGHT-OF-WAY OR PUBLIC SERVICE UTILITIES EASEMENT.

PERMIT NOTES

1. A ROUGH GRADING PERMIT SUBMITTAL FROM THE CITY OF MILPITAS HAS BEEN ISSUED, PERMIT B-GR2006-4. SITE PERIMETER RETAINING WALLS ARE SHOWN FOR REFERENCE.
2. STATE WATER RESOURCES CONTROL BOARD - WQD #43C339774

SYMBOL LEGEND

1. SEE DETAIL 1 ON SHEET 30 OF THIS PLAN SET
2. SEE CITY OF MILPITAS STANDARD DRAWING NO. 430
3. SEE NOTE 3 ON SAME SHEET OF THIS PLAN SET

ELECTRICAL SHEET INDEX

- E0.1 (43) SCHEDULES, LEGENDS & NOTES
- E1.1 (44) SITE PLAN ELECTRICAL
- E1.1P (45) SITE PLAN PHOTOMETRIC
- E4.1 (46) SIGNAL LINE DIAGRAM & SCHEDULES
- E5.1 (47) DETAILS
- E5.2 (48) SPECIFICATIONS

LANDSCAPE/IRRIGATION

SHEET INDEX

- C1 (49) COVER SHEET
- L1-1-19 (50-59) LAYOUT PLANS
- L10 (50) PLANTING LEGEND AND NOTES
- L11-1-19 (60-69) PLANTING PLANS
- L20-1-25 (69-74) LANDSCAPE/PLAYGROUND DETAILS
- L26 (75) PLANTING SPECIFICATIONS
- L1-19 (76-84) IRRIGATION PLANS
- L10 (85) IRRIGATION LEGEND & NOTES
- L11-1-12 (86-87) IRRIGATION DETAILS
- L13 (88) IRRIGATION SCHEDULE
- L14 (89) IRRIGATION SPECIFICATIONS

STRUCTURAL SHEET INDEX

- PW1 (90) STRUCTURAL NOTES
- PW2 (91) STRUCTURAL DETAILS
- PW3 (92) SITE PLAN

JOINT TRENCH SHEET INDEX

- JT1 (93) JOINT TRENCH COMPOSITE
- JT2 (94) JOINT TRENCH COMPOSITE
- E0.1 (95) PRIMARY CIRCUIT MAP
- E0.2 (96) CONSTRUCTION DRAWING
- G.1 (97) PG&E CONSTRUCTION DRAWING
- G.2 (98) PG&E CONSTRUCTION DRAWING

ARCHITECTURAL SHEET INDEX (FOR REFERENCE ONLY)

- A0.1 ARCHITECTURAL SITE PLAN
- A1.0 ARCHITECTURAL SLAB PLAN (6-UNIT BUILDING)
- A1.1 FIRST FLOOR PLAN (6-UNIT BUILDING)
- A2.1 FIRST FLOOR PLAN (6-UNIT BUILDING)
- A3.1 FIRST FLOOR PLAN (3-UNIT BUILDING)
- A4.1 FIRST FLOOR PLAN (3-UNIT 38 1022 BUILDING PLANS)
- A5.1 UNIT 4, 4E FIRST FLOOR PLANS
- A5.13 UNIT 5, SE, DEM FIRST FLOOR PLANS
- A7.1rc POOL BUILDING SLAB & FLOOR PLANS
- A8.4 DOOR SCHEDULE RESIDENTIAL UNITS
- A8.5 WINDOW SCHEDULE RESIDENTIAL UNITS
- A8.5rc DOOR & WINDOW SCHEDULE CODE ANALYSIS



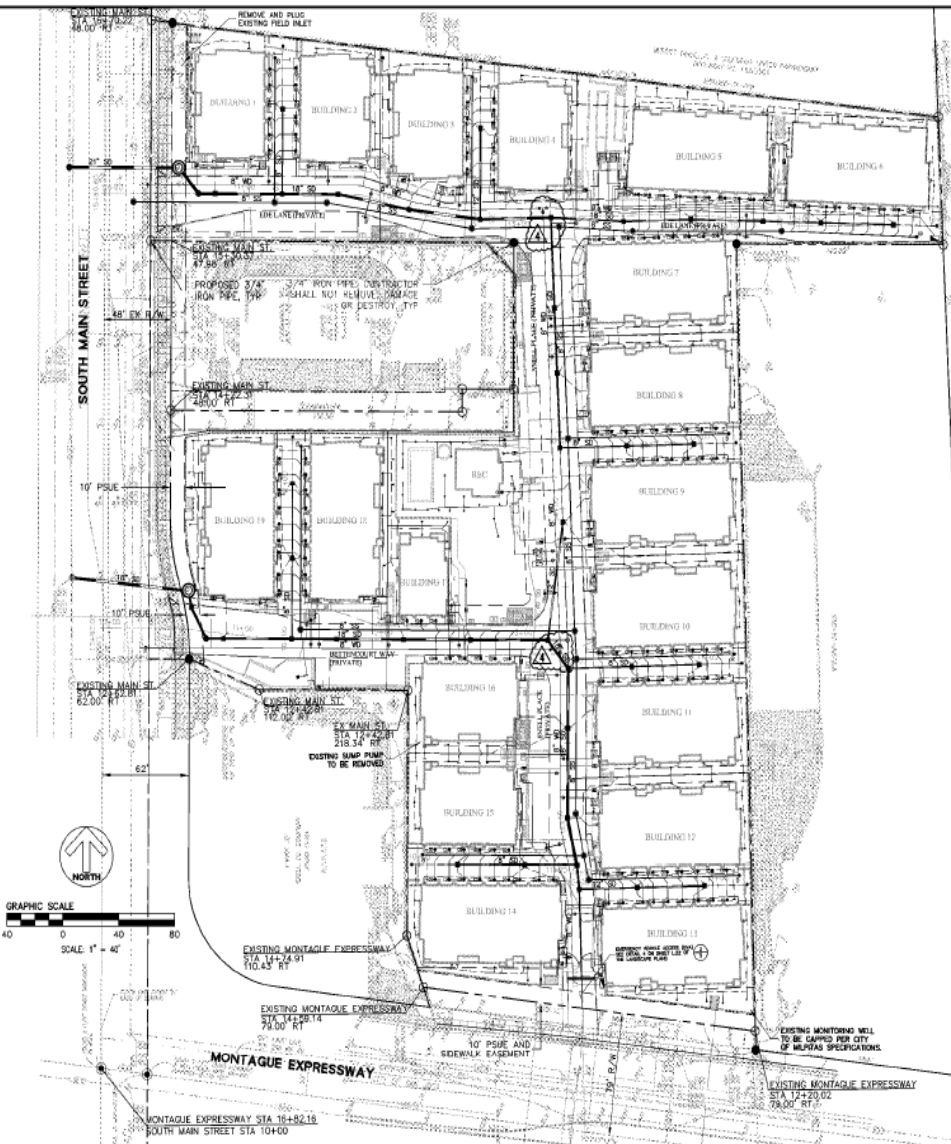
MMTS01

CITY OF MILPITAS ENGINEERING DIVISION

Approved: _____
City Engineer: _____ Date: _____
Any changes to public improvements shall be approved by the City Engineer.
Recommended for approval:
Fire Dept. _____ Date: _____
Engineering _____ Date: _____

Project No. **3204**
Drawing No. **2 - 1098**
E.P. No. _____
Sheet **1** of **98**

SITE IMPROVEMENT PERMIT - 4TH SUBMITTAL



PROPOSED LEGEND

- 8" PVC SANITARY SEWER MAIN [PUBLIC]
- CL SANITARY SEWER CLEANOUT
- FI SANITARY SEWER FISHING INLET PER CITY DETAIL 602
- SDCBY SANITARY SEWER MANHOLE PER CITY DETAIL 230
- CATCH BASIN PER CITY DETAIL 230
- STORM DRAIN MANHOLE PER CITY DETAIL 230
- AREA DRAIN CHRISTY V. DRAIN BOX WITH CAST IRON GRATE LID OR EQUAL
- SOLE 8" RCP SD STORM DRAIN LINE RCP [PRIVATE]
- SOLE 18" HDPE SD STORM DRAIN LINE HOPE ON-SITE (PRIVATE)
- SOLE 21" RCP SD STORM DRAIN LINE RCP, IN CITY R/W (PRIVATE)
- RINKER PRECAST CONCRETE STORM/SEWER SYSTEM MODEL #STC 2400
- WD DOMESTIC WATER LINE [PUBLIC] PVC PIPE (AWWA C900)
- WD DOMESTIC WATER METER PER CITY STD DWG 723, 724 OR 726
- IR IRRIGATION WATER METER PER CITY STD DWG 723, 724 OR 726
- 2" RPP BPP PER CITY STD DWG 734
- GV GATE VALVE PER CITY STD DWG 702
- SV SHUT OFF VALVE CITY STD DWG 702
- 4" FIRE SERVICE LINE [PUBLIC] PVC PIPE (AWWA C900)
- FI FIRE HYDRANT ASSEMBLY PER CITY STD DWG 742
- PIV POST INDICATOR VALVE PER CITY STD DWG 730
- WOC FIRE DEPARTMENT CONNECTION
- PROPERTY LINE/ LIMIT OF ON-SITE WORK
- LOT LINE
- PSUE LINE
- ARV AIR RELEASE VALVE PER CITY STD DWG 739
- BOV BLOWOFF PER CITY STD DWG 740
- INDICATES STANDARD CITY MONUMENT PER 715 M 1
- SET STD CITY MONUMENT, TAGGED "LS 5797" PER TRACT 9775

NOTE:

- A CONCRETE CAP SHALL BE INSTALLED OVER PROPOSED STORM DRAIN PIPE WITH LESS THAN 3' OF COVER. SEE DETAIL 11 ON SHEET 31.
- STORM DRAIN INLETS SHALL BE STENCILED "NO DUMPING - FLOWS TO BAY".
- NON-POTABLE WATER WILL NOT BE USED FOR IRRIGATION OR OTHER PURPOSES ON THIS PERMIT.
- FOR POINT OF DOWNSPOUT CONNECTION TO RAIN WATER LEADER SEE SHEET 32 OF THIS PLAN SET.

ASBESTOS CEMENT PIPE REMOVAL NOTES:

- EXISTING AC PIPE SHALL BE REMOVED AND REPLACED WITH PVC C900 PIPE. EXISTING AC PIPE SHALL BE REMOVED FROM THE NEAREST JOINTS IN BOTH NORTHERN AND SOUTHERN DIRECTIONS RELATIVE TO THE PROPOSED POINT OF CONNECTION. LIMIT OF PIPE REMOVAL SHALL BE DETERMINED IN THE FIELD BASED ON ACTUAL LOCATIONS OF JOINTS. CUTTING OF EXISTING AC PIPE IS PROHIBITED.
- REMOVAL AND DISPOSAL OF ASBESTOS CEMENT PIPE SHALL BE DONE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL STANDARDS AND REGULATIONS.

BUILDING NO.	WATER LATERAL (FROM ON-SITE MAIN TO METER)	BUILDING WATER SERVICE*	APPLICABLE CITY OF MILPITAS STANDARD DRAWING NO.
1	1 1/2	2	724
2	1 1/2	2	724
3	1 1/2	2	724
4	1 1/2	2	724
5	2	2 1/2	726
6	2	2 1/2	726
7	2	2 1/2	726
8	2	2 1/2	726
9	2	2 1/2	726
10	2	2 1/2	726
11	2	2 1/2	726
12	2	2 1/2	726
13	2	2 1/2	726
14	2	2 1/2	726
15	1 1/2	2	724
16	1 1/2	2	724
17	1 1/2	2	724
18	2	2 1/2	726
19	2	2 1/2	726
RECREATION	1 1/2	2	723
IRRIGATION	N/A	N/A	724

* SEE PLUMBING PLANS



KEY MAP



MMUTOO



**THE PARAGON CONDOS
TRACT NO. 9775**

**OVERALL
UTILITY PLAN**

MILPITAS SANTA CLARA COUNTY CALIFORNIA

Date: 11/14/08
Scale: AS SHOWN
Design: JTM
Drawn: KR
Approved: A.
Job No: 2014211

RECORD DRAWINGS

TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY

SIGNATURE AND SEAL DATE
PE NO. EXP.
PUBLIC WORKS INSPECTOR:

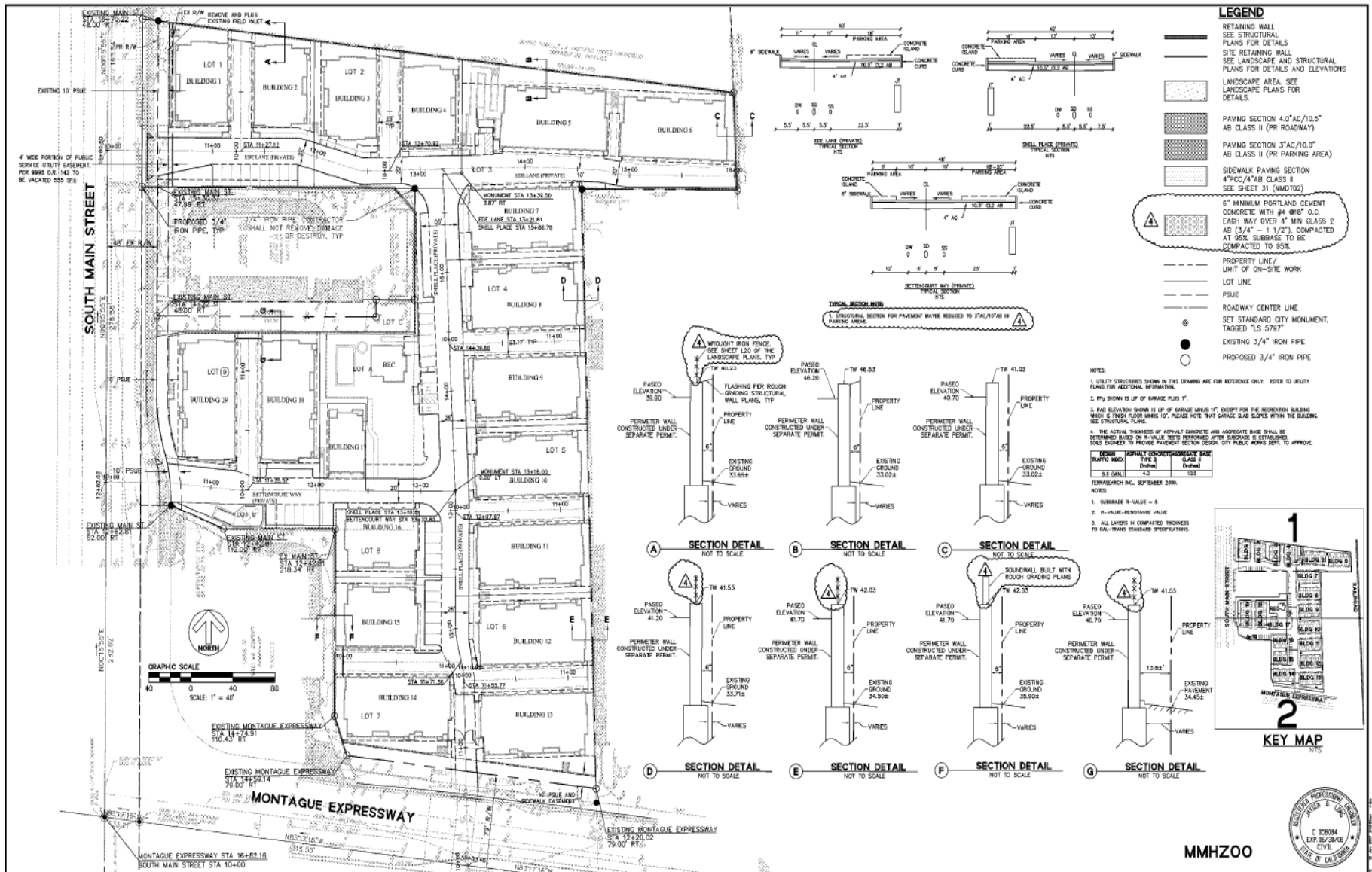
Revisions

Num.	Date	By	Description	City Engr. Appr.	Date
1	8/21/08		Response to 1st Plan Check		
2	9/15/08		Response to 2nd Plan Check		
3	11/15/08		Plan Check Response		
4	1/12/07		Plan Check Response		

**CITY OF MILPITAS
ENGINEERING DIVISION**

Approved: _____ Date: _____
City Engineer
Any changes to public Improvements shall be approved by the City Engineer
Recommended for approval:
Fire Dept. _____ Date: _____
Engineering _____ Date: _____

Project No. 3204
Drawing No. 2 - 1095
E.P. No.
Sheet 14 of 98



LEGEND

- RETAINING WALL
SEE STRUCTURAL PLANS FOR DETAILS
- SITE RETAINING WALL
SEE LANDSCAPE AND STRUCTURAL PLANS FOR DETAILS AND ELEVATIONS
- LANDSCAPE AREA
SEE LANDSCAPE PLANS FOR DETAILS
- PAVING SECTION 4.0" AC/10.5" AB CLASS II (PR ROADWAY)
- PAVING SECTION 5.0" AC/10.0" AB CLASS II (PR PARKING AREA)
- SIDEWALK PAVING SECTION 4" PC/4" AB CLASS I SEE SHEET 31 (MM102)
- 6" MINIMUM PORTLAND CEMENT CONCRETE WITH #4 @ 18" O.C. EACH WAY OVER 4" MIN CLASS 2 AB (3/4" - 1 1/2") COMPACTED AT 95% SUBGRADE TO BE COMPACTED TO 95%
- PROPERTY LINE/ UNIT OF ON-SITE WORK
- LOT LINE
- PSUE
- ROADWAY CENTER LINE
- SET STANDARD CITY MONUMENT, TAGGED "LS 5797"
- EXISTING 3/4" IRON PIPE
- PROPOSED 3/4" IRON PIPE

- NOTES:
- UTILITY STRUCTURES SHOWN IN THIS DRAWING ARE FOR REFERENCE ONLY. REFER TO UTILITY PLANS FOR ADDITIONAL INFORMATION.
 - FINISH ELEVATION IS UP OF GARAGE PLUS 1'.
 - PAVING ELEVATION SHOWN IS UP OF GARAGE AREA 11'. EXCEPT FOR THE RECONSTRUCTION BUILDING WHICH IS FINISH FLOOR LEVEL 12'. PLEASE NOTE THAT GARAGE SLAB SURFACES WITH THE BUILDING SEE STRUCTURAL PLANS.
 - THE ACTUAL THICKNESS OF ASPHALT CONCRETE AND AGGREGATE BASE SHALL BE DETERMINED BASED ON R-VALUE. TESTS PERFORMED AFTER SPOKES IS ESTABLISHED. SPOKES DESIGNED TO PROVIDE PERMANENT SETBACK DESIGN. CITY PUBLIC WORKS DEPT. TO APPROVE.

DESIGN	ASPHALT CONCRETE/AGGREGATE BASE
THICKNESS	THICKNESS
TYPE 1 (Inches)	CLASS 1 (Inches)
3.0 MIN.	4.0
	10.5


TERMINATION INC. SEPTEMBER 2006

- NOTES:
- SUBGRADE R-VALUE = 5
 - R-VALUE-RESISTANCE VALUE
 - ALL LAYERS IN COMPACTED THICKNESS TO CALIFORNIA STANDARD SPECIFICATIONS



MMHZOO



<div><p>BKF ENGINEERING • ARCHITECTURE • PLANNING</p><p>282 9TH STREET, SUITE 1170 SACRAMENTO, CA 95811 (916) 552-5880 Pw(916) 558-5889 FAX</p></div>	<div><p>THE PARAGON CONDOS TRACT NO. 9775</p><p>OVERALL HORIZONTAL/SITE PLAN</p><p>MILPITAS SANTA CLARA COUNTY CALIFORNIA</p></div>	<div>Date: 11/14/08</div> <div>Scale: AS SHOWN</div> <div>Design: JM</div> <div>Drawn: JC</div> <div>Approved: JL</div> <div>Job No: 00514131</div>	<div>RECORD DRAWINGS</div> <div>TO BE COMPLETED PRIOR TO ACCEPTANCE OF WORK BY THE CITY</div> <div>SIGNATURE AND SEAL _____ DATE _____</div> <div>PE NO. _____ EXP. _____</div> <div>PUBLIC WORKS INSPECTOR: _____</div>		<div>Revisions</div> <table><thead><tr><th>Num.</th><th>Date</th><th>By</th><th>Description</th><th>City Engr. Appr.</th><th>Date</th></tr></thead><tbody><tr><td>1</td><td>8/21/06</td><td></td><td>Response to 1st Plan Check</td><td></td><td></td></tr><tr><td>2</td><td>9/15/06</td><td></td><td>Response to 2nd Plan Check</td><td></td><td></td></tr><tr><td>3</td><td>11/15/06</td><td></td><td>Plan Check Response</td><td></td><td></td></tr><tr><td>4</td><td>1/12/07</td><td></td><td>Plan Check Response</td><td></td><td></td></tr></tbody></table>					Num.	Date	By	Description	City Engr. Appr.	Date	1	8/21/06		Response to 1st Plan Check			2	9/15/06		Response to 2nd Plan Check			3	11/15/06		Plan Check Response			4	1/12/07		Plan Check Response			<div>CITY OF MILPITAS ENGINEERING DIVISION</div> <div>Approved: _____ Date: _____</div> <div>City Engineer: _____ Date: _____</div> <div>Any changes to public improvements shall be approved by the City Engineer</div> <div>Recommended for approval:</div> <div>Fire Dept. _____ Date: _____</div> <div>Engineering _____ Date: _____</div>		<div>Project No: 3204</div> <div>Drawing No: 2 - 1049</div> <div>E.P. No: _____</div> <div>Sheet 3 of 98</div>
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4	1/12/07		Plan Check Response																																							

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; AND THAT WE ARE THE ONLY PERSON(S) WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING OF AND THE RECORDATION OF THE WITHIN MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINES.

WE HEREBY OFFER FOR DEDICATION TO THE CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. EASEMENTS A, B, C, D, E, F, G, H, I, J, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, JJ, KK, LL, MM, NN, OO, PP, III, JJJ, KKK, LLL AND MMM FOR PUBLIC SERVICE, UTILITY EASEMENT PURPOSES (PSUE).
2. EASEMENTS NNN, OOO, PPP, QQQ, RRR, SSS, AND TTT FOR PUBLIC UTILITY EASEMENT PURPOSES (PUE).
3. EASEMENTS A, B, C, D, E, F, G, H, I, J, MM, NN, NNN, OOO, PPP, QQQ, RRR, SSS, AND TTT FOR EMERGENCY VEHICLE ACCESS EASEMENT PURPOSES (EAE).
4. EASEMENTS QQ, RR, SS, TT, UU, VV, WW, XX, YY, ZZ, AAA, BBB, CCC, DDD, EEE, FFF, GGG, AND HHH FOR BUILDING RESTRICTION PURPOSES (BRE).
5. EASEMENTS OO AND PP FOR SIDEWALK PURPOSES (SWE).
6. ALL VEHICULAR ACCESS RIGHTS TO MONTAGUE EXPRESSWAY, DESIGNATED AS , EXCEPT AT APPROVED DRIVEWAY LOCATIONS.

THE ABOVE MENTIONED EASEMENTS (PSUE, PUE, EAE, BRE, SWE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICES AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

AREA DESIGNATED AS "LOT A" WITHIN SAID SUBDIVISION IS COMMON AREA FOR THE BENEFIT OF THE PARAGON HOMEOWNERS ASSOCIATION (ASSOCIATION) AND/OR MEMBERS THEREOF AND IS MORE FULLY DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PARAGON.

AREA DESIGNATED AS "LOT B" WITHIN SAID SUBDIVISION IS COMMON AREA FOR THE BENEFIT OF THE PARAGON HOMEOWNERS ASSOCIATION (ASSOCIATION) AND/OR MEMBERS THEREOF AND IS MORE FULLY DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PARAGON.

AREA DESIGNATED AS "LOT C" WITHIN SAID SUBDIVISION IS RESERVED BY THE UNDERSIGNED RESERVING THE RIGHT TO CONVEY SAID LOT TO THE ADJOINING PROPERTY OR THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

AND THE UNDERSIGNED HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, VISITORS, AND TENANTS, WITH MAINTENANCE BY THE HOMEOWNERS ASSOCIATION AS STATED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS:

AREAS DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENTS) WITHIN SAID SUBDIVISION ARE FOR THE BENEFIT OF THE PARAGON HOMEOWNERS ASSOCIATION (ASSOCIATION) AND/OR MEMBERS THEREOF AND ARE MORE FULLY DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PARAGON AND ARE NOT DEDICATED TO THE PUBLIC:

1. PRIVATE ACCESS EASEMENTS A, B, C, D, E, F, G, H, I, J, NNN, OOO, PPP, QQQ, RRR, SSS, TTT, "SNELL PLACE", "EDE LANE", AND "BETTER-COURT WAY" FOR PRIVATE STREETS. SAID PRIVATE STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, AS STATED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS.

OWNER RESERVES THE RIGHT TO CREATE EXCLUSIVE USE AREA EASEMENTS OVER THE COMMON AREA AND THE UNITS IN THE CONDOMINIUM PLANS FOR THIS TRACT.

WE HEREBY RELINQUISH TO THE PUBLIC FOREVER, ALL ABUTTER'S RIGHTS OF IMPRESS AND EGRESS TO MONTAGUE EXPRESSWAY AND SOUTH MAIN STREET AS SHOWN ON THE MAP THUSLY:

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES EXISTING OR OF RECORD.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND THE DATE HEREUNDER WRITTEN.

AS OWNER: WESTERN PACIFIC HOUSING, INC., A DELAWARE CORPORATION

BY: DATED:

NAME:

TITLE:

OWNER'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
COUNTY OF } S.S.

ON , 2007, BEFORE ME , A NOTARY PUBLIC, PERSONALLY APPEARED PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND.

SIGNATURE: PRINTED NAME:
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE
MY COMMISSION EXPIRES:
PRINCIPAL PLACE OF BUSINESS:
COMMISSION NUMBER OF NOTARY:

TRUSTEE'S STATEMENT:

CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED FEBRUARY 15, 2006, AS DOCUMENT NUMBER 18808504, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND JOINS IN ALL DEDICATIONS HEREON.

AS TRUSTEE: CHICAGO TITLE COMPANY,
A CALIFORNIA CORPORATION

BY: DATED:

NAME:

TITLE:

TRUSTEE'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
COUNTY OF } S.S.

ON , 2007, BEFORE ME , A NOTARY PUBLIC, PERSONALLY APPEARED PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND.

SIGNATURE: PRINTED NAME:
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE
MY COMMISSION EXPIRES:
PRINCIPAL PLACE OF BUSINESS:
COMMISSION NUMBER OF NOTARY:

SOILS REPORT:

A SOIL AND GEOTECHNICAL INVESTIGATION REPORT FOR TRACT 9775 HAS BEEN PREPARED BY TERRARESEARCH, INC., PROJECT NO. 11134G, DATED FEBRUARY 8, 2006, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MILPITAS.

CITY CLERK'S CERTIFICATE:

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MILPITAS, STATE OF CALIFORNIA, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON , 200 , HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS TRACT MAP NO. 9775, THE PARAGON.
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
1. EASEMENTS A, B, C, D, E, F, G, H, I, J, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, JJ, KK, LL, MM, NN, OO, PP, III, JJJ, KKK, LLL, AND MMM FOR PUBLIC SERVICE, UTILITY EASEMENT PURPOSES (PSUE).
2. EASEMENTS NNN, OOO, PPP, QQQ, RRR, SSS, AND TTT FOR PUBLIC UTILITY EASEMENT PURPOSES (PUE).
3. EASEMENTS A, B, C, D, E, F, G, H, I, J, MM, NN, NNN, OOO, PPP, QQQ, RRR, SSS, AND TTT FOR EMERGENCY ACCESS EASEMENT PURPOSES (EAE).
4. EASEMENTS QQ, RR, SS, TT, UU, VV, WW, XX, YY, ZZ, AAA, BBB, CCC, DDD, EEE, FFF, GGG, AND HHH FOR BUILDING RESTRICTION PURPOSES (BRE).
5. EASEMENTS OO AND PP FOR SIDEWALK PURPOSES (SWE).
6. ALL VEHICULAR ACCESS RIGHTS TO MONTAGUE EXPRESSWAY, DESIGNATED AS , EXCEPT AT APPROVED DRIVEWAY LOCATIONS.

DATED: MARY LAVELLE, CITY CLERK OF THE
CITY OF MILPITAS, CALIFORNIA

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS DAY OF , 200 .

AT .M., IN BOOK OF MAPS AT PAGES THROUGH

AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FILE NO.: FEE: \$

REGINA ALCOMENDRAS
COUNTY RECORDER IN AND FOR THE COUNTY
OF SANTA CLARA, STATE OF CALIFORNIA

BY:
DEPUTY COUNTY RECORDER

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 (3) (A) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE.

CITY OF MILPITAS: 9996 O.R. 142; H318 O.R. 434; 12902484 O.R.; AND 12902486 O.R.

**TRACT 9775
FOR CONDOMINIUM PURPOSES
THE PARAGON**

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN
THE GRANTED DEED RECORDED FEBRUARY 15, 2006, AS
DOCUMENT 18808501, THE GRANT DEED RECORDED
FEBRUARY 15, 2006, AS DOCUMENT 18808503,
SANTA CLARA COUNTY RECORDS

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATED: JANUARY 2007



Equalized / Unimproved / Planned

2737 NORTH MAIN STREET, SUITE 200
WALNUT CREEK, CA 94597

SHEET 1 OF 6
C-20055142-11

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF D.R. HORTON IN MARCH 2006. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH FINAL MAP PROCEDURES OF THE CITY OF MILPITAS AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THIS FINAL MAP, AND IT IS TECHNICALLY CORRECT.

ALL MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED HEREON AND WILL BE SET WITHIN ONE (1) YEAR OF THE COMPLETION OF THE IMPROVEMENTS AND SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____
BILLY MARTIN, P.L.S. NO. 5797
EXPIRES: 06/30/08

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED: _____
GREG ARMENDARIZ, R.C.E. NO. 40283
REGISTRATION EXPIRES: 12/31/08
CITY ENGINEER, CITY OF MILPITAS

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____
MICHAEL K. COOPER, R.C.E. NO. 29072
REGISTRATION EXPIRES: 03/31/07
ACTING CITY SURVEYOR, CITY OF MILPITAS
HARRIS & ASSOCIATES

**TRACT 9775
FOR CONDOMINIUM PURPOSES
THE PARAGON**

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN
THE GRANTED DEED RECORDED FEBRUARY 15, 2006, AS
DOCUMENT 18808501, THE GRANT DEED RECORDED
FEBRUARY 15, 2006, AS DOCUMENT 18808503,
SANTA CLARA COUNTY RECORDS

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATED: JANUARY 2007

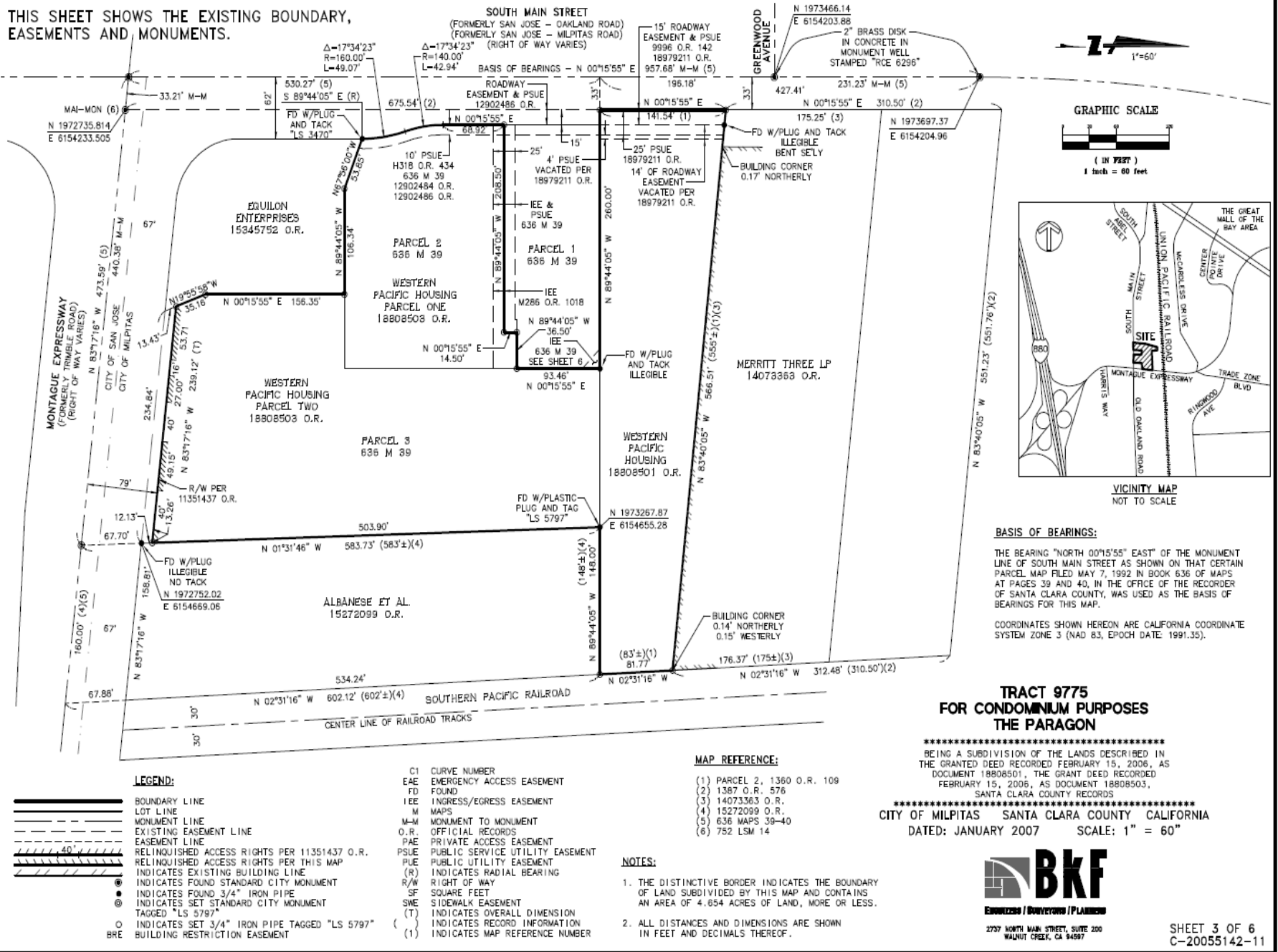


BKFBUSINESS / SURVEYORS / PLANNERS

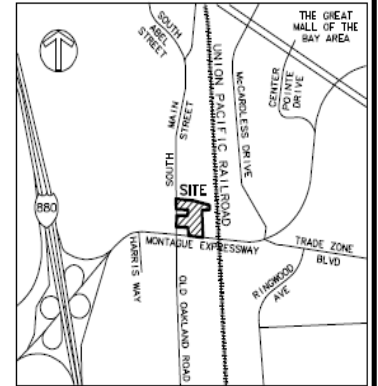
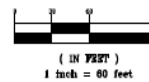
2757 NORTH MAIN STREET, SUITE 200
WALNUT CREEK, CA 94597

SHEET 2 OF 6
C-20055142-11

THIS SHEET SHOWS THE EXISTING BOUNDARY,
EASEMENTS AND MONUMENTS.



GRAPHIC SCALE



VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS:

THE BEARING "NORTH 00°15'55" EAST" OF THE MONUMENT LINE OF SOUTH MAIN STREET AS SHOWN ON THAT CERTAIN PARCEL MAP FILED MAY 7, 1992 IN BOOK 636 OF MAPS AT PAGES 39 AND 40, IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

COORDINATES SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83, EPOCH DATE: 1991.35).

**TRACT 9775
FOR CONDOMINIUM PURPOSES
THE PARAGON**

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THE GRANTED DEED RECORDED FEBRUARY 15, 2006, AS DOCUMENT 18808501, THE GRANT DEED RECORDED FEBRUARY 15, 2006, AS DOCUMENT 18808503, SANTA CLARA COUNTY RECORDS

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATED: JANUARY 2007 SCALE: 1" = 60"



2737 NORTH MAIN STREET, SUITE 200
WALNUT CREEK, CA 94597

LEGEND:

- BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE
- RELINQUISHED ACCESS RIGHTS PER 11351437 O.R.
- RELINQUISHED ACCESS RIGHTS PER THIS MAP
- INDICATES EXISTING BUILDING LINE
- INDICATES FOUND STANDARD CITY MONUMENT
- INDICATES FOUND 3/4" IRON PIPE
- INDICATES SET STANDARD CITY MONUMENT
- INDICATES SET 3/4" IRON PIPE TAGGED "LS 5797"
- INDICATES SET 3/4" IRON PIPE TAGGED "LS 5797"
- BRE BUILDING RESTRICTION EASEMENT

- C1 CURVE NUMBER
- EAE EMERGENCY ACCESS EASEMENT
- FD FOUND
- IEE INGRESS/EGRESS EASEMENT
- MAPS M
- M-M MONUMENT TO MONUMENT
- O.R. OFFICIAL RECORDS
- PAE PRIVATE ACCESS EASEMENT
- PSUE PUBLIC SERVICE UTILITY EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- (R) INDICATES RADIAL BEARING
- R/W RIGHT OF WAY
- SF SQUARE FEET
- SWE SIDEWALK EASEMENT
- (T) INDICATES OVERALL DIMENSION
- (1) INDICATES RECORD INFORMATION
- (1) INDICATES MAP REFERENCE NUMBER

MAP REFERENCE:

- (1) PARCEL 2, 1360 O.R. 109
- (2) 1367 O.R. 576
- (3) 14073363 O.R.
- (4) 15272099 O.R.
- (5) 636 MAPS 39-40
- (6) 752 LSM 14

NOTES:

1. THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 4.654 ACRES OF LAND, MORE OR LESS.
2. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.